

BIO-RAD LABORATORIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

7. Compliance with Laws. Buyer shall comply with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of any jurisdiction in which Goods are provided or Services are performed), including, without limitation any laws and regulations related to anti-corruption, import/export, labor, employment, anti-discrimination, anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Buyer shall not take any action that would subject Bio-Rad or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Buyer shall not directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any other person or any improper advantage in connection with the receipt of Goods or Services. Buyer shall not attempt to solicit any kickback or gratuity from Bio-Rad employees.

18. Confidential Information. All non-public, confidential or proprietary information of Bio-Rad, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Bio-Rad to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Bio-Rad in writing. Upon Bio-Rad's request, Buyer shall promptly return all documents and other materials received from Bio-Rad. Bio-Rad shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party, or (d) required to be disclosed in accordance with law, regulation or legal process.

19. Intellectual Property.

- a. All intellectual property rights relating to the Goods or Services, as between Buyer and Bio-Rad, are solely and exclusively owned by Bio-Rad or its licensors. Unless otherwise expressly provided, Bio-Rad's sale of Goods to Buyer only grants Buyer a limited, non-transferable, non-sublicensable right under such intellectual property, for Buyer to use the quantity of the products purchased from Bio-Rad. No right to resell Bio-Rad products or any of their components is conveyed expressly, by implication, or by estoppel. Nothing in this Agreement limits Bio-Rad's right to enforce its intellectual property rights.
- b. Buyer shall immediately notify Bio-Rad in writing of any intellectual property claim against Buyer in relation to the Goods. In the event that Bio-Rad chooses to defend the claim, Buyer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Bio-Rad sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Bio-Rad concludes that the Goods infringe the intellectual property rights of a third party, Bio-Rad may in its sole discretion (i) secure the right for Buyer to continue use of the Goods, (ii) replace the Goods with similar Goods, or (iii) require Buyer to return the Goods and provide Buyer with a refund of the purchase price, with a deduction in a reasonable amount for the Goods' use, damage, and obsolescence.
- c. Bio-Rad shall have no responsibility under Section 14(b) to the extent the Goods (i) are supplied according to Buyer's design or instructions, (ii) are modified by Buyer after delivery, (iii) are combined with other devices, methods, systems or processes not furnished by Bio-Rad without its written consent, or (iv) are not used in conformity with Bio-Rad's written instructions.

20. Software. With respect to any software incorporated in the Goods ("Software"), Bio-Rad hereby grants to Buyer a royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use Software and any related documentation provided to Buyer under this Agreement solely for Buyer's internal business purposes and solely on hardware provided by Bio-Rad. Buyer acknowledges and agrees that the Software and related documentation is provided under license, and not sold, to Buyer. Buyer does not acquire any ownership interest in Software and related documentation under this Agreement. Buyer shall only use Software solely as set forth in the documentation provided by Bio-Rad and this Agreement. This license will automatically terminate when Buyer's lawful possession of the associated hardware provided by Bio-Rad ceases, unless earlier terminated as provided in this Agreement. Buyer shall not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Bio-Rad's prior written consent. The Software may contain software, content, data, or other materials, including related documentation, that are owned by parties other than Bio-Rad and are provided to Buyer on terms that are in addition to or different from those contained in this Agreement ("Third Party Licenses"). Buyer is bound by and will comply with all Third Party Licenses and any breach of any Third Party License shall be a breach of this Agreement. Buyer is responsible and liable for all uses of the Software and documentation provided by Bio-Rad. Bio-Rad may, at its sole discretion, terminate this license if Buyer fails to comply with any term or condition herein. Buyer shall, upon termination of this license, immediately cease use of and return to Bio-Rad all Software and related documentation to include all copies. Bio-Rad will provide maintenance and support for the Software under its standard operating procedures.

21. Limitation of Liability. IN NO EVENT SHALL BIO-RAD BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, NOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SALE OF GOODS OR SERVICES, WHETHER OR NOT BIO-RAD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIO-RAD SHALL NOT BE LIABLE FOR CHARGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR SERVICES.

22. Governing Law, Jurisdiction and Venue. If the business address of the Bio-Rad selling entity is located

- (a) within the European Union, then this Agreement shall be governed by the laws of Switzerland, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in a court located in Bern, Switzerland;
- (b) within the Asian continent (excluding China and India where the counterparty is located in China or India), then this Agreement shall be governed by the laws of Singapore, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Singapore;
- (c) within China and the counterparty is located in China, then this Agreement shall be governed by the laws of China, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Shanghai, China (provided that if within Hong Kong the laws of Hong Kong shall apply with venue in Hong Kong, and if within Taiwan, the laws of Taiwan shall apply with venue in Taiwan);
- (d) within India and the counterparty is located in India, then this Agreement shall be governed by the laws of India, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in New Delhi, India or
- (e) within any country not covered by subsection (a) or (b) (including without limitation the United States), then this Agreement shall be governed by the laws of the State of California and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court in Contra Costa County, California. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer irrevocably submits and consents to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agrees that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement. Any legal action must be brought within one year after the claim or cause of action occurs.

23. Assignment. Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Bio-Rad. Any assignment or transfer in violation of the foregoing shall be null and void.

24. Relationship of the Parties. The relationship between Buyer and Bio-Rad is that of buyer and seller, as independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Bio-Rad and Buyer, and neither Buyer nor Bio-Rad shall have the authority to contract for or bind the other party in any manner whatsoever.

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5. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of Buyer and Bio-Rad and nothing herein, express or implied, is intended to or shall confer upon any other person or entity an legal or equitable right, benefit or remedy of any nature whatsoever hereunder.

26. **Force Majeure.** Bio-Rad shall not be liable for any delay or failure of performance, including without limitation, the failure to deliver or install the Goods, where such delay or failure arises or results from any cause beyond the reasonable control of Bio-Rad, including but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of such delay or failure of performance, Bio-Rad shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.

27. **Export Control.** The Goods are subject to United States, European Union and local export-control laws and regulations. Buyer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

28. **Resale and Anti-Corruption Compliance.** If Bio-Rad believes that Buyer is purchasing Goods other than for its own account without Bio-Rad's consent, Bio-Rad reserves the right to cancel any PO and withhold delivery of any Goods. To the extent that Bio-Rad does consent to Buyer's resale of the Goods, Buyer certifies that it is familiar with and understands the requirements of anti-corruption law and international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all national anti-corruption laws enacted in any country in which it operates (collectively, the "Anti-Corruption Laws"). Buyer shall not violate or permit anyone acting on its behalf to violate the Anti-Corruption Laws. Specifically, Buyer has not made and will not make, promise to make, offer, or authorize, directly or indirectly, any payment, or provide or offer anything of value, directly or indirectly, to any public officials, political parties, party officials, candidates for public or political party office, public international organizations and their employees, agents and officials, or employees or officials of any purchasing entities (whether publicly owned or private) of Bio-Rad's products/services, in order to (1) improperly influence the acts of such public officials, political parties, party officials, candidates, public international organizations and their employees, agents and officials, or employees or officials of purchasing entities, (2) improperly induce them to use their influence with a government to obtain or retain business, or (3) gain an improper advantage, in connection with any business venture or contract.

29. **Remedies; No Waiver.** The remedies herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Buyer consents to injunctive and other equitable interim or permanent relief as may be requested by Bio-Rad and awarded by a court. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach.

30. **Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice and in the case of Bio-Rad with copy to its corporate headquarters at 2000 Alfred Nobel Drive, Hercules, California, USA 94547, Attention: General Counsel. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

31. **Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

32. **Entire Agreement.** This Agreement sets forth the entire agreement between Buyer and Bio-Rad with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, agreements and understandings relating to the same subject matter. Bio-Rad reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.

